

 **BELLSOUTH**  
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BellSouth Telecommunications, Inc  
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Nashville, TN 37201-3300

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T.R.A. DOCKET ROOM

Guy M. Hicks  
General Counsel  
615 214 6301  
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July 7, 2005

VIA HAND DELIVERY

Hon. Ron Jones  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

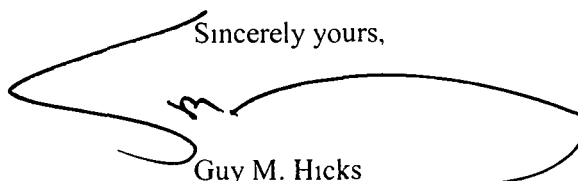
Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Momentum Business Solutions, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No 05-00186

Dear Chairman Jones

Momentum Business Solutions, Inc and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 12, 2002. The Amendment deletes the terms and conditions for DSL over UNE-P in Kentucky from the Agreement and is specific to the State of Kentucky.

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

GMH/dt

Enclosure

cc Alan Creighton, Momentum Business Solutions, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Momentum Business Solutions, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND MOMENTUM BUSINESS SOLUTIONS, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Momentum Business Solutions, Inc ("Momentum") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 12, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, Momentum and BellSouth state the following:

1. Momentum and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Momentum. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated August 29, 2002.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment deletes the terms and conditions for DSL over UNE-P in Kentucky from the Agreement and is specific to the State of Kentucky. A copy of the Amendment is attached hereto and incorporated herein by reference.

3 Pursuant to Section 252(e) of the Telecommunications Act of 1996, Momentum and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Momentum within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Momentum and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

Momentum and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 7<sup>th</sup> day of July, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

#### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 7<sup>th</sup> day of July, 2005:

Alan Creighton  
Momentum Business Solutions, Inc.  
2090 Columbianna Rd., Ste. 3000  
Birmingham, Alabama 35216

  
Guy M. Hicks

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
Momentum Business Solutions, Inc. (GA, LA, NC) and Momentum Telecom, Inc. (AL, FL,  
KY, MS, SC, TN)  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 12, 2002**

Pursuant to this Amendment, (the "Amendment"), Momentum Business Solutions, Inc (GA, LA, NC) and Momentum Telecom, Inc (AL, FL, KY, MS, SC, TN) (collectively known as "Momentum"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002 ("Agreement")

WHEREAS, the Parties executed an amendment on June 9, 2003 to add provisions to the Agreement for the adoption of Section 2 10 1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278 546, Chapter 167 of the ACTS ("Kentucky Statute") and the Kentucky Public Service Commission's April 29, 2005 Order in Case No. 2004-00501 ("Kentucky Order"),

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- I Consistent with the Kentucky Statute and the Kentucky Order, the Parties hereby delete Sections 2 10 1 through 2 10 1 8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10 1 Momentum shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after the Effective Date hereof. To the extent Momentum provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Momentum at the rate Momentum would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Momentum shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Momentum for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Momentum, or to issue a credit for, a surrogate for access charges. In the event Momentum requests DSL on a resold line after the Effective Date, Momentum shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

- 2 This Amendment shall be deemed effective on the date of last signature executing the Amendment ("Effective Date")
- 3 All of the other provisions of the Agreement shall remain in full force and effect
- 4 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

**Momentum Business Solutions, Inc. (GA,  
LA, NC) and Momentum Telecom, Inc.  
(AL, FL, KY, MS, SC, TN)**

By [Signature]

Name Kristen Rowe

Title Director

Date 5/17/05

By [Signature]

Name Alan L. Creighton

Title President & CEO

Date May 18, 2005



Version KY DSL Amendment  
05/04/05

[CCCS Amendment 3 of 3]

[CCCS Amendment 3 of 3]